

James E. Cecchi
Lindsey H. Taylor
CARELLA, BYRNE, CECCHI,
OLSTEIN, BRODY & AGNELLO P.C.
5 Becker Farm Road
Roseland, New Jersey 07068-1739
(973)994-1700

Jonathan D. Selbin
Jason L. Lichtman
LIEFF CABRASER HEIMANN &
BERNSTEIN, LLP
250 Hudson Street, 8th Floor
New York, NY 10013-1413
(212)355-9500

Oren S. Giskan
GISKAN SOLOTAROFF ANDERSON &
STEWART LLP
11 Broadway, Suite 2150
New York, New York 10004
(212)847-8315

James C. Shah
Nathan C. Zipperian
SHEPHERD, FINKELMAN, MILLER &
SHAH, LLP
35 East State Street
Media, PA 19063
(610)891-9880

Steven A. Schwartz
Alison G. Gushue
CHIMICLES & TIKELLIS, LLP
One Haverford Centre
Haverford, PA 19041
(610)642-8500

Attorneys for Plaintiffs and the Proposed Settlement Class

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

IN RE: LG FRONT LOAD WASHING
MACHINE CLASS ACTION LITIGATION

Civil Action No 08-51 (MCA)(LDW)

**DECLARATION OF
JAMES E. CECCHI**

JAMES E. CECCHI, ESQ., of full age, hereby declares under penalty of perjury
as follows:

1. I am an attorney licensed to practice in New Jersey and am a member of Carella, Byrne, Cecchi, Olstein, Brody & Agnello, co-counsel for Plaintiffs in the above matter. In such capacity, I am fully familiar with the facts contained herein.

2. As the Court is aware, this matter has been pending for approximately eight years. Plaintiffs have engaged in extensive research, investigation, discovery and motion practice, as is

evident from the docket. Discovery has included written responses to interrogatories and requests for production, including the production of more than 161,000 pages of documents, more than 35 depositions, and more than nine expert reports.

3. The final settlement with respect to the benefits provided to the Class was agreed to after extensive direct negotiations between the parties and after multi-day mediation sessions conducted by Judges Arleo and Wettre, and a mediation before Professor Eric Green. Under the settlement, Class Members who make a Valid Claim will have the option of a cash payment of \$35 or a Washer Rebate Certificate worth \$105. Prequalified Class Members—those identified in LG’s databases by serial number as owning a Class Washer—will receive prepopulated Claim Forms and will be required only to confirm the prepopulated information, confirm their eligibility, and attest under oath that the statements are true and correct.

4. After the benefit to the class portion of the Settlement was agreed to, the parties negotiated the attorney fee portion of the settlement. Those negotiations also involved multiple in-person mediation sessions before an agreement was reached. Ultimately, the parties agreed that LG USA would not oppose a request of \$5,775,000 in attorneys’ fees and costs, to be paid in addition to the benefits to Class Members, subject to Court approval. That amount represents a steep discount on the actual time and costs expended by Class Counsel litigating these cases, which is estimated to total more than \$10,000,000.

5. In addition, LG will pay all of the administrative costs of the Settlement. Thus, neither the attorney’s fees nor the administrative costs will diminish the recovery of Class Members.

6. Annexed hereto as Exhibit A is a true copy of the Settlement Agreement, including all of the exhibits thereto.

7. Annexed hereto as Exhibit B is a true copy of the expert report of Christopher Knittel, Ph.D. dated April 23, 2015.

8. Annexed hereto as Exhibit C is a true copy of the firm resume of Carella, Byrne, Cecchi, Olstein, Brody & Agnello, P.C.

9. Annexed hereto as Exhibit D is a true copy of the firm resume of Chimicles & Tikellis LLP.

10. Annexed hereto as Exhibit E is a true copy of the firm resume of Lieff Cabraser Heimann & Bernstein, LLP.

11. Annexed hereto as Exhibit F is a true copy of the firm resume of Giskan, Solotaroff, Anderson & Stewart LLP.

12. Annexed hereto as Exhibit G is a true copy of the firm resume of Shepherd, Finkelman, Miller & Shah, LLP.

13. Annexed hereto as Exhibit H is a true copy of preliminary approval order entered in *In re Whirlpool Corp. Front-Loading Washer Products Liability Litigation*, Case No. 1:08-wp-65000, Docket Entry 551.

I hereby declare under penalty of perjury that the foregoing is true and correct.

/s/ James E. Cecchi

JAMES E. CECCHI

Dated: May 25, 2016